

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 3372/0237		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		08/17/2007	national banking association:
RECEIVING PARTY DATA			
Name:	Walden University, Inc.		
Street Address:	155 Fifth Avenue South		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55401		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2712892	WALDEN UNIVERSITY	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
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Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	022411-0789		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		
Date:	09/17/2007		

OP \$40.00 2712892

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of August __, 2007, from JPMORGAN CHASE BANK, N.A., a national banking association, as Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to WALDEN UNIVERSITY, INC., a Florida corporation ("Grantor").

WITNESSETH:

WHEREAS, pursuant to the Collateral Agreement, dated as of August 16, 2006, made by the Grantors (as defined therein) in favor of the Agent (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of August 16, 2006, among the Agent and the Grantor (the "Trademark Security Agreement"), the Grantor, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 18, 2006 at Reel 3372 and Frame 0237; and

WHEREAS, the Agent now desires to terminate and release its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall have the meaning provided by reference in the Security Agreement and the Trademark Security Agreement and includes all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.
as Agent

By: Richard Grabowski
Name: RICHARD GRABOWSKI
Title: Senior Vice President

STATE OF New York)
)
COUNTY OF SUFFOLK)

ss.:

On this ___ day of August, 2007, before me personally appeared
RICHARD GYABONSKI to me known who, being by me duly sworn, did depose and say that
he/she is SUP of JPMORGAN CHASE BANK, N.A., described herein
and which executed the foregoing instrument, and that he/she signed his/her name thereto
pursuant to the authority granted by JPMORGAN CHASE BANK, N.A.

Stephen Zajac
Notary Public

(Affix Seal Below)



Schedule A

Trademark Registrations and Applications

Trademark	Registration or Serial Number
WALDEN UNIVERSITY	2,712,892

051200-0515-10476-NY01.2671855.1